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*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Judgment delivered on: 03.02.2020
+ RC.REV. 39/2020 & CM APPL. 2338/2020

M/S PEE PEE TRADING

..... Petitioner

versus

BELA RUSTOGI & ORS

..... Respondents

Advocates who appeared in this case:

For the Petitioner: Mr. Vaibhav Mehra, Advocate.

For the Respondent: Ms. Uma Aggarwal and Mr. Pulkit Aggarwal,
Advocates with respondent in person.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

RC.REV. 39/2020 & CM APPL.2338/2020 (stay)

1. Petitioners impugn order dated 22.07.2019, whereby the Leave to defend application of the petitioner has been dismissed by the Rent Controller and an eviction order passed.

2. Respondent had filed the subject eviction petition seeking eviction of the petitioner on the ground of bonafide necessity under Section 14(1) (e) of Delhi Rent Control Act, 1958 from one hall/room measuring about 18ft. x 24 ft. on the first floor of property no. 2371,

Ward No. XIII, Gali Pahiya Wall, Tell Wara, Delhi-110006, more particularly as shown in red colour in the site plan attached to the eviction petition.

3. Learned counsel for the petitioner under instructions from the partner of the petitioner who is present in Court in person, seeks leave to withdraw the petition.

4. Learned counsel for the petitioner undertakes on behalf of the petitioner that petitioner shall vacate and handover the peaceful vacant possession of the tenanted premises to the respondent on or before 31.12.2020. He further undertakes that petitioner shall pay a sum of ₹ 12,500/- per month with effect from 01.02.2020 as use and occupation charges to the respondent till the time petitioner hands over the peaceful vacant possession of the tenanted premises to the respondent on or before 10.06.2021.

5. Learned counsel for the petitioner also undertakes that petitioner shall clear the arrears of rent, if any, and shall furnish the proof of payment/deposit for the period that he seeks credit for within two weeks.

6. He further undertakes that petitioner shall clear all water, electricity and other dues/charges in respect of the tenanted premises before petitioner vacates the premises. He further undertakes that petitioner shall not sublet, assign or part with the possession of the entire or any portion of the tenanted premises to any third party.

7. He further undertakes that petitioner shall not cause any damage to the property and shall hand over the peaceful vacant possession of the tenanted premises to the respondent in a condition as existing today, subject to normal wear and tear.

8. The undertaking is accepted.

9. Learned counsel for the respondents under instructions from the respondents submits that the undertaking is also acceptable to the respondents.

10. In view of the above, the petition is dismissed as withdrawn.

11. Subject to petitioner filing an affidavit of undertaking in the above terms within a period of two weeks from today, execution of the impugned order dated 22.07.2019 shall remain stayed till 31.12.2020.

12. Order *Dasti* under signatures of the Court Master.

SANJEEV SACHDEVA, J

FEBRUARY 03, 2020

‘rs’